

Fill in this information to identify your case:

Debtor 1 Samuel Delacruz
 First Name Middle Name Last Name

Debtor 2 _____
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Eastern District of Pennsylvania

Case Number 23-11283-pmm
 (If known)

Official Form 427

Cover Sheet for Reaffirmation Agreement

12/15

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

Part 1: Explain the Repayment Terms of the Reaffirmation Agreement

| 1. Who is the Creditor? <u>Bank of America, N.A.</u> Name of the creditor | | | | | | | | | | | |
|---|---|---|---|---|---|--|---|---|---|---|--|
| 2. How much is the debt? On the date that the bankruptcy case is filed <u>\$28,566.55</u> To be paid under the reaffirmation agreement <u>\$25,980.03</u> <u>\$756.00</u> per month for <u>36</u> months (if fixed interest rate) plus any balloon or deferred payment due per the terms of the note (if applicable). | | | | | | | | | | | |
| 3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).) Before the bankruptcy case was filed <u>5.69</u> % Under the reaffirmation agreement <u>5.69</u> % <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Adjustable Rate | | | | | | | | | | | |
| 4. Does collateral secure the debt? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Describe the collateral. <u>2016 GMC YUKON #4678 VIN#: 1GKS2CKJ9GR212240</u> Current market value <u>\$33,800.00</u> | | | | | | | | | | | |
| 5. Does the creditor assert that the debt is non-dischargeable? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is non-dischargeable. | | | | | | | | | | | |
| 6. Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts. | <table border="0" style="width: 100%;"> <tr> <th style="text-align: left; font-size: small;">Income and expenses reported on Schedules I and J</th> <th style="text-align: left; font-size: small;">Income and expenses stated on the reaffirmation agreement</th> </tr> <tr> <td>6a. Combined monthly income from line 12 of Schedule I <u>\$ 7,520.00</u></td> <td>6e. Monthly income from all sources after payroll deductions <u>\$ 7,520.00</u></td> </tr> <tr> <td>6b. Monthly expenses from line 22c of Schedule J <u>\$ 22,702.00</u></td> <td>6f. Monthly expenses <u>\$ 6,300.00</u></td> </tr> <tr> <td>6c. Monthly payments on all reaffirmed debts not listed on Schedule J <u>\$ 0</u></td> <td>6g. Monthly payments on all reaffirmed debts not included in monthly expenses <u>\$ 0</u></td> </tr> <tr> <td>6d. Scheduled net monthly income Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets. <u>\$ (15,182.00)</u></td> <td>6h. Present net monthly income Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets. <u>\$ 1,220.00</u></td> </tr> </table> | Income and expenses reported on Schedules I and J | Income and expenses stated on the reaffirmation agreement | 6a. Combined monthly income from line 12 of Schedule I <u>\$ 7,520.00</u> | 6e. Monthly income from all sources after payroll deductions <u>\$ 7,520.00</u> | 6b. Monthly expenses from line 22c of Schedule J <u>\$ 22,702.00</u> | 6f. Monthly expenses <u>\$ 6,300.00</u> | 6c. Monthly payments on all reaffirmed debts not listed on Schedule J <u>\$ 0</u> | 6g. Monthly payments on all reaffirmed debts not included in monthly expenses <u>\$ 0</u> | 6d. Scheduled net monthly income Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets. <u>\$ (15,182.00)</u> | 6h. Present net monthly income Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets. <u>\$ 1,220.00</u> |
| Income and expenses reported on Schedules I and J | Income and expenses stated on the reaffirmation agreement | | | | | | | | | | |
| 6a. Combined monthly income from line 12 of Schedule I <u>\$ 7,520.00</u> | 6e. Monthly income from all sources after payroll deductions <u>\$ 7,520.00</u> | | | | | | | | | | |
| 6b. Monthly expenses from line 22c of Schedule J <u>\$ 22,702.00</u> | 6f. Monthly expenses <u>\$ 6,300.00</u> | | | | | | | | | | |
| 6c. Monthly payments on all reaffirmed debts not listed on Schedule J <u>\$ 0</u> | 6g. Monthly payments on all reaffirmed debts not included in monthly expenses <u>\$ 0</u> | | | | | | | | | | |
| 6d. Scheduled net monthly income Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets. <u>\$ (15,182.00)</u> | 6h. Present net monthly income Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets. <u>\$ 1,220.00</u> | | | | | | | | | | |

Debtor 1 Samuel Delacruz Case Number (if known) 23-11283-pmm
First Name Middle Name Last Name

7. Are the income amounts on lines 6a and 6e different? ☒ No ☐ Yes. Explain why they are different and complete line 10.

8. Are the expense amounts on lines 6b and 6f different? ☐ No ☒ Yes. Explain why they are different and complete line 10. Expenses will be about \$6,300.00 post discharge

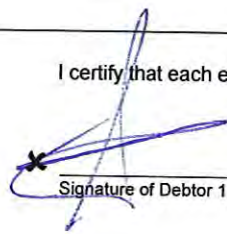
9. Is the net monthly income in line 6h less than 0? ☒ No ☐ Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10.

10. Debtor's certification about lines 7-9

If any answer on lines 7-9 is Yes, the debtor must sign here.

If all the answers on lines 7-9 are No, go to line 11.

I certify that each explanation on lines 7-9 is true and correct.


Signature of Debtor 1

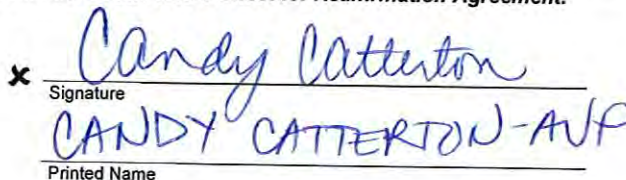

Signature of Debtor

11. Did an attorney represent the debtor in negotiating the reaffirmation agreement? ☐ No ☒ Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement? ☐ No ☒ Yes

Part 2: Sign Here

Whoever fills out this form must sign here.

I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Cover Sheet for Reaffirmation Agreement.


Signature
CANDY CATTERTON-AVP
Printed Name

Date 08-15-2023
MM/DD/YYYY

Check one:

- ☐ Debtor or Debtor's Attorney
☒ Creditor or Creditor's Attorney

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| | |
|--|----------------------------------|
| <input type="checkbox"/> | Presumption of Undue Hardship |
| <input checked="" type="checkbox"/> | No Presumption of Undue Hardship |
| (Check box as directed in Part D: Debtor's Statement in Support of Reaffirmation Agreement.) | |

UNITED STATES BANKRUPTCY COURT
Eastern District of Pennsylvania (Reading)

In re: Samuel Delacruz
Debtor (s)

Case No. 23-11283-pmm
Chapter: 07

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

- | | |
|---|--|
| <input checked="" type="checkbox"/> Part A: Disclosures, Instructions, and Notice to Debtor (pages 1 - 5) | <input checked="" type="checkbox"/> Part D: Part D: Debtor's Statement in Support of Reaffirmation Agreement |
| <input checked="" type="checkbox"/> Part B: Reaffirmation Agreement | <input type="checkbox"/> Part E: Motion for Court Approval |
| <input checked="" type="checkbox"/> Part C: Certification by Debtor's Attorney | |

[Note: Complete Part E only if debtor was not represented by an attorney during the course of negotiating this agreement. Note also: If you complete Part E, you must prepare and file Form 2400C ALT - Order on Reaffirmation Agreement.]

Name of Creditor: **Bank of America, N.A.**

☐ *[Check this box if] Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act*

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED

The amount of debt you have agreed to reaffirm: \$25,980.03

The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

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ANNUAL PERCENTAGE RATE

[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: _____ %.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____ %. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %;

b. If the debt is an extension of credit other than under than an open end credit plan, the creditor may disclose the annual percentage rate shown in (I) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed:
5.69 %.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____ %. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

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\$ _____ @ _____ %
\$ _____ @ _____ %
\$ _____ @ _____ %

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

| <u>Item or Type of Item</u> | <u>Original Purchase Price or Original Amount of Loan</u> |
|---|---|
| 2016 GMC YUKON #4678 VIN#: 1GKS2CKJ9GR212240 | \$45,913.59 |

Optional ---At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

Repayment Schedule:

Your first payment in the amount of \$756.00 is due 8/15/2023 but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

— Or —

Your payment schedule will be: _____ payments in the amount of: _____ each, payable (monthly, annually, weekly, etc.) on the _____ (day) of each Month (week, month, etc.), unless altered later by mutual agreement in writing.

— Or —

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

2. INSTRUCTIONS AND NOTICE TO DEBTOR

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Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.
5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.
7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

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YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the property securing the lien if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you must make a single payment to the creditor equal to the amount of the allowed secured claim, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

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PART B: REAFFIRMATION AGREEMENT

I (we) agree to reaffirm the debts arising under the credit agreement described below

1. Note executed 10/31/2019 for a 2016 GMC YUKON #4678 VIN#: 1GKS2CKJ9GR212240.
2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

SIGNATURE(S):

Borrower:

Accepted by creditor:

Samuel Delacruz

(Print Name)

Bank of America, N.A.

(Printed Name of Creditor)

[Signature]

(Signature)

Date: 8/14/23

16001 North Dallas Parkway
TX8-044-03-17
Addison, Texas 75001

(Address of Creditor)

Candy Catterton 08-15-2023

(Signature)

(Date)

Co-borrower, if also reaffirming these debts:

CANDY CATTERTON-AVP

(Printed Name and Title of Individual
Signing for Creditor)

(Print Name)

Date of creditor acceptance:

7/31/2023

(Signature)

Date: _____

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PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

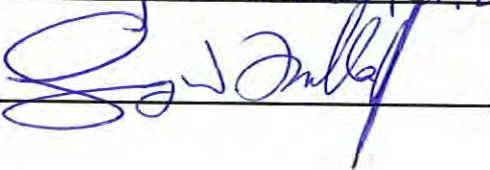
I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ *[Check box, if applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney

Larry W. Miller, Jr. Esquire

Signature of Debtor's Attorney:



Date:

8/14/2023

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PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

*[Read and complete sections 1 and 2, **OR**, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 **and** your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship"]*

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is: \$7,520.00, and my actual

current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$6,300.00, leaving \$ 1,220.00 to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: _____

(Use an additional page if needed for a full explanation.)

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: [Signature]
(Debtor)

(Joint Debtor, if any)
Date: 8/14/23

— Or —

[If the creditor is a Credit Union and the debtor is represented by an attorney]

3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____
(Debtor)

(Joint Debtor, if any)
Date: _____

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PART E: MOTION FOR COURT APPROVAL

[To be completed and filed only if the debtor is not represented by an attorney during the course of negotiating this agreement.]

MOTION FOR COURT APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (*check all applicable boxes*) :

- ☐ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)
- ☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income)

Signed: _____

(Debtor)

(Joint Debtor, if any)

Date: _____

| | | |
|--|---|---|
| Buyer Name and Address (Including County and Zip Code) SAMUEL DELACRUZ | Co-Buyer Name and Address (Including County and Zip Code) N/A | Seller-Creditor (Name and Address) TOM MASANO INC 815 LANCASTER AVE READING PA 19607 |
|--|---|---|

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

| | | | | | |
|----------|------|----------------|----------------------------|-------------------------------|---|
| New/Used | Year | Make and Model | Mfg Gross Vehicular Weight | Vehicle Identification Number | Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A |
| USED | 2016 | GMC YUKON | N/A | 2240 | |

| FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | |
|---|---|--|---|--|
| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. | FINANCE CHARGE The dollar amount the credit will cost you. | Amount Financed The amount of credit provided to you or on your behalf. | Total of Payments The amount you will have paid after you have made all payments as scheduled. | Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 0.00 is |
| 5.69 % | \$ 8518.41 | \$ 45913.59 | \$ 54432.00 | \$ 54432.00 |

Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| 72 | 756.00 | Monthly beginning 12/15/2019 |
| N/A | N/A | N/A |

Or As Follows: N/A

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

| | |
|--|-----------------|
| 1 Cash Price | |
| Vehicle | \$ 37977.00 |
| Accessories and Installation | \$ N/A |
| Government Taxes | \$ 2524.62 |
| Vehicle Delivery | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| | \$ 40501.62 (1) |
| 2 Total Downpayment = | |
| Trade-In N/A | |
| Trade-In N/A (Make) (Model) | |
| Gross Trade-In Allowance | \$ N/A |
| Less Pay Off Made By Seller | \$ N/A |
| Equals Net Trade In | \$ N/A |
| + Cash | \$ N/A |
| + Other N/A | \$ N/A |
| (If total downpayment is negative, enter "0" and see 4H below) | \$ N/A (2) |
| 3 Unpaid Balance of Cash Price (1 minus 2) | \$ 40501.62 (3) |
| 4 Other Charges Including Amounts Paid to Others on Your Behalf | |
| A Cost of Optional Credit Insurance Paid to Insurance Company or Companies | |
| Life Term N/A \$ N/A | |
| Disability Term N/A \$ N/A | \$ N/A |
| B Other Optional Insurance Paid to Insurance Company or Companies | |
| (Describe) N/A Term N/A | \$ N/A |
| (Describe) N/A Term N/A | \$ N/A |
| C Official Fees Paid to Government Agencies | |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to STATE OF PA for LOCAL COUNTY FEE | \$ 5.00 |
| D Optional Gap Contract | \$ 995.00 |
| E Government Taxes Not Included in Cash Price | \$ N/A |
| F Government License and/or Registration Fees | |
| REG | \$ 38.00 |
| G Government Certificate of Title Fees /ENCUMB FEE | |
| (includes \$ 26.00 security interest recording fee) | \$ 81.00 |
| H Other Charges (Seller must identify who is paid and describe purpose) | |
| to N/A for Prior Credit or Lease Balance | \$ N/A |
| to TOM MASANO INC for DOC FEE | \$ 144.00 |
| to ZURICH for COMPREHENSIVE | \$ 4100.00 |
| to CVR for ONLINE REG FEE | \$ 16.97 |
| to TOM MASANO INC for TEMPORARY PLATE | \$ 32.00 |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| to N/A for N/A | \$ N/A |
| Total Other Charges and Amounts Paid to Others on Your Behalf | \$ 5411.97 (4) |
| 5 Amount Financed (3 + 4) | \$ 45913.59 (5) |
| 6 Finance Charge | \$ 8518.41 (6) |
| 7 Total of Payments-Time Balance (5 + 6) | \$ 54432.00 (7) |

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:
Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

Other Optional Insurance

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A

Description of Coverage N/A

N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A

Description of Coverage N/A

N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X N/A N/A
Buyer Signature Date

X N/A N/A
Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. 1ST CLASS GAP
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X

If you do not meet your contract obligations, you may lose the vehicle.

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Co-Buyer Signs X N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

See back for other important agreements.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.

Buyer Signs X Date 10/31/19 Co-Buyer Signs X N/A Date N/A

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Date 10/31/19 Co-Buyer Signs X N/A Date N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A

Address N/A

Seller Signs TOM MASANO INC Date 10/31/19 By X Title BUS. MGR

Seller assigns its interest in this contract to BANK OF AMERICA NA (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

X Assigned without recourse

☐ Assigned with limited recourse

TOM MASANO INC

By

BUS. MGR.

Title

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, to the extent permitted by law you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our entire interest in the vehicle as well as yours. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we will buy insurance that covers your interest and our interest in the vehicle. We will tell you the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. The term "heavy commercial motor vehicle" means any new or used motor vehicle, excluding a recreational vehicle, which is (i) a truck or truck tractor having a manufacturer's gross vehicular weight of thirteen thousand (13,000) pounds or more, or (ii) a semi-trailer or trailer designed for use in combination with a truck or truck tractor. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If you default and we have to go to court to recover the vehicle, you will pay the reasonable attorney's fees and court costs as the law permits. You will also pay any attorney's fees and court costs a court awards us.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts lawfully due under the contract (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem.
If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and any other amounts due because you defaulted (reinstate). We will tell you if you may reinstate and how much to pay if you may.
If you are in default for more than 15 days when we take the vehicle, the amount you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, or, at our option, reinstate, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you may have to pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
- h. **Summary Notice Regarding Prepayment, Rebate of Finance Charge and Reinstatement:** You may prepay all or part of the amount you owe under this contract without penalty. If you do so, you only have to pay the earned and unpaid part of the finance charge and all other amounts due up to the date of your payment. Unearned finance charges will not be rebated under this contract because there will never be any unearned finance charges to rebate. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstate).

4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. RIGHT TO RECEIVE STATEMENT OF ACCOUNT

Upon your request, we will provide you a statement of account that shows information about your payment history including any charges and credits to your account. It will also show amounts that are due at the time of your request and information regarding future payments. We will provide you one statement of account at no cost. We may charge you our reasonable costs for any additional statements requested, as the law allows. Your right to receive a statement of account ends one year after termination of the contract.

8. ADDITIONAL RIGHTS

If you encounter a problem, you may have additional rights under the Unfair Trade Practices and Consumer Protection Law, which is enforced by the Pennsylvania Office of Attorney General, Bureau of Consumer Protection.

9. APPLICABLE LAW

Federal law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.



Lien and Title Information Report

██████-Bank of America

| | | | |
|----------------------|------------------|---------------------|-----------------|
| Customer | DELACRUZ, SAMUEL | VIN | ██████████2240 |
| Organization ID | ██████ | Organization Name | Bank of America |
| Lien Start | 10/31/2019 | Lien End | |
| Original Loan Amount | \$0.00 | Lien Balance Amount | \$0.00 |
| Lien Type | Retail | Dealer ID | |

ALS/ALI

Last ELT Transactions

| | |
|-----------------------|---------------------------------|
| Received On | |
| 2019-11-14 22:53:38.0 | Add Record - Perfection of Lien |

Borrower / Lessee Details

| | |
|---------|----------------------|
| Name | DELACRUZ, SAMUEL |
| Address | ████████████████████ |

Vehicle Information

| | | | |
|--------------|-------|------|------|
| Vehicle Type | Auto | Make | GMC |
| Model | YUKON | Year | 2016 |
| Mileage | 0 | | |

Title Information

| | | | |
|----------------------|------------|-------------|----------------|
| Title Number | ██████████ | Title State | PA |
| Tag Number | | VIN | ██████████2240 |
| Status | MATCHED | Match Date | 11/14/2019 |
| Lien Expiration Date | 11/14/2025 | Media Type | Electronic |

State Information

| | | | |
|--------------|-----------------------|--------------|------------|
| Name | DELACRUZ, SAMUEL | Lessee | |
| Address | ████████████████████ | | |
| Vehicle Type | | Make | GMC |
| Model | | Year | 2016 |
| Mileage | 80795 | | |
| Title State | PA | Title Number | ██████████ |
| Brands | 68 PA: ACTUAL MILEAGE | | |